

GOODS IN TRANSIT

Defined events

Loss of or damage to the whole or part of the property described in the schedule, owned by You or for which they are responsible, in the course of transit by the means of conveyance or other means incidental thereto and caused by any accident or misfortune **not otherwise excluded**

1. any freight as agreed and insured hereby
2. containers, covers, ropes and packing material
3. livestock, pedigree animals, ostriches and game **but limited to death only**

Provided that:

- a. You shall be responsible for the first amount payable stated in the schedule in respect of each and every defined event except a claim resulting from fire, lightning or explosion
- b. Our liability for all loss or damage arising from anyone defined event shall not exceed the limit of indemnity stated in the schedule.

Limitations

The transporting of the following is excluded:

Transporting goods for any third parties without Our prior consent.

Memoranda

1. Transit shall be deemed to commence from the time of moving the property described in the schedule at the consignor's premises (including carrying to any conveyance and loading thereon), continue with transportation to the consignee (including temporary storage not exceeding 96 hours (168 hours regarding wine) in the course of the journey) and end when off-loaded and delivered at any building or place of storage at the consignee's premises.
2. If any consignee shall refuse to accept property consigned, transit shall be deemed to continue and the insurance in respect of such property shall continue in force until the property is delivered at the premises of the consignor by any means of conveyance, provided that You shall take all reasonable steps to ensure that the property is returned as soon as is reasonably possible.
3. Where the means of conveyance is by specified vehicle, the insurance under this section shall apply to property on any vehicle temporarily used in place thereof while a specified vehicle is undergoing repair or servicing,

Provided that:

such replacement vehicle is not Your property or leased or hired by You under a lease or suspensive sale agreement except when hired for such period as is necessary for repair or servicing of the means of conveyance.

4. In the event of breakdown during transit of the means of conveyance or if for any reason beyond Your control the property is endangered nothing contained herein shall debar the utilization of any other form of transport to assist completion of the transit and the insurance afforded shall not be prejudiced thereby.

Specific exceptions

We shall not be liable for

1. loss or damage resulting from or caused by
 - a. theft from any unattended vehicle in Your custody or control or any principal, partner, director or employee of Yours unless the property is contained in a completely closed and securely locked vehicle or the vehicle itself is housed in a securely locked building and entry to or exit from such locked vehicle or building is accompanied by forcible and violent entry to or exit from;
 - b. inherent vice or defect, vermin, insects, damp, mildew or rust;
 - c. breakage of articles of a brittle nature, unless such breakage was caused by burglars, thieves or fire;
 - d. the dishonesty of any principal, partner, director or employee of Yours whether acting alone or in collusion with others;
 - e. or arising whilst in transit by sea or inland transit incidental thereto;
 - f. breakdown of refrigeration equipment;
 - g. loss by leakage of any liquid from the container in which it is kept, unless caused by the perils insured against under this Section;
 - h. loss or damage due to poor packing;
2. wear and tear or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions) unless following an accident or misfortune not otherwise excluded;
3. mechanical, electronic or electrical breakdown, failure, breakage or derangement of Your property unless following an accident or misfortune not otherwise excluded;
4. loss of or damage to
 - a. cash, bank and currency notes, coins, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts or securities of any kind;
 - b. property outside the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi;
 - c. property otherwise insured or which would, but for the existence of this section, be insured by any other insurance except in respect of any excess beyond the amount which would have been payable under such other insurance, had the insurance under this section not been effected;
5. consequential loss of any kind, delay, loss of market, depreciation or changes brought about by natural causes.
6. trampling upon or suffocation resulting in mortality or destruction of livestock, pedigree animals, game and/or ostriches whilst in transit in or on any vehicle;
7. loss or damage suffered whilst any vehicle is driven by:
 - a. You whilst You are under the influence of intoxicating liquor or drugs (unless administered or prescribed by and taken in accordance with the scripts of a member of the medical

- profession except himself/herself) or if Your blood alcohol percentage exceeds the statutory limit during the event or whilst not licensed to drive such vehicle;
- b. any other person with Your general consent who to Your knowledge is under the influence of intoxicating liquor or drugs (unless administered or prescribed by and taken in accordance with the scripts of a member of the medical profession except himself/herself) or if the blood alcohol percentage of such person exceeds the statutory limit during the event or is not licensed to drive such vehicle but this shall not apply if You are unaware that the driver is unlicensed and if You can prove to Our satisfaction that procedures were introduced during the normal course of his business to ensure that only licensed drivers are allowed to drive insured vehicles.

Any driver shall be deemed to be licensed to drive the vehicle if he/she complies with the licensing acts relating to any of the territories referred to in the territorial limits of this Section, or if no licensing act is complied with, mainly due to his failure to renew any licence that is subject to periodic renewal or if a licence is not required by an act or whilst such person is a learner driver and complies with the acts relating to learner drivers.

Specific extensions

Debris removal extension

The insurance under this section includes costs necessarily incurred by You in respect of the clearing up and removal of debris following damage to the means of conveyance or to the property thereon, subject to a maximum of R10 000 or the limit stated in the schedule, in respect of anyone defined event.

Fire, explosion, collision, derailment and overturning limitation (if stated in the schedule to be applicable)

The insurance under this section is limited to loss or damage resulting from fire or explosion or collision or the overturning or derailment of the means of conveyance described in the schedule.

Fire, explosion, collision, derailment and overturning limitation and theft following thereon (if stated in the schedule to be applicable)

The insurance under this section is limited to loss or damage resulting from fire or explosion or collision or the overturning or derailment of the means of conveyance described in the schedule and theft resulting therefrom.

Fire, explosion, collision, derailment and overturning limitation, theft following thereon and hijacking (if stated in the schedule to be applicable)

The insurance under this section is limited to loss or damage resulting from fire or explosion or collision or the overturning or derailment of the means of conveyance described in the schedule and theft resulting therefrom as well as hijacking.

Fire extinguishing charges

If the property described in the schedule is lost or damaged by fire in the course of a transit insured by this section We will in addition to indemnifying You for such loss or damage pay for the cost of extinguishing or attempting to extinguish such fire provided that the maximum amount payable under this extension shall not exceed R10 000 or the limit of indemnity shown in the schedule

opposite this clause plus (if applicable) the increased Fire extinguishing charges extension limit of R10 000.

Riot and strike extension (if stated in the schedule to be included)

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained therein, this section is extended to cover loss or damage directly occasioned by or through or in consequence of:

1. commotion, labour disturbances, riot, strike or lockout;
2. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in (a) above;

Provided that this extension does not cover:

- a. loss or damage occurring in the Republic of South Africa and Namibia;
- b. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- c. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- d. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- e. loss or damage related to or caused by any occurrence referred to in general exception 1 (A) (a), (c), (d), (e) or (f) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If We allege that, by reason of provisos (a), (b), (c), (d) or (e), loss or damage is not covered by this section, the burden of proving the contrary shall rest on You.

